

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

Law Department

888 Union Station • Chicago, Illinois 60606

MICHAEL D. SULLIVAN
General Attorney and
Corporate Counsel

RECORDATION NO. 8630-A Filed & Recorded

JAN 7 1977 7:00 PM

(312) 236-7600

INTERSTATE COMMERCE COMMISSION

January 7, 1977

Mr. Robert L. Oswald, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Oswald:

In pursuance of the provisions of Section 20c of the Interstate Commerce Act, as amended, and the regulations of the Interstate Commerce Commission promulgated thereunder, there are herewith transmitted for filing and recording three (3) executed counterparts of the following document: Assignment of Lease Agreement and Purchase Agreement Assignment, dated as of December 27, 1976, between Continental Illinois Leasing Corporation, Assignor, and CI Transportation Leasing Corporation, Assignee, with an attached Agreement thereto by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Lessee. Said Assignment supplements that certain Lease Agreement, dated as of December 21, 1976, between Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Lessee, and Continental Illinois Leasing Corporation, Lessor, which Lease Agreement was filed for recording with the Commission at 11:45 a.m. on December 23, 1976 and assigned recordation number 8630.

The names and addresses of the parties to the transaction are as follows:

CI TRANSPORTATION LEASING CORPORATION, Assignee,
231 South La Salle Street
Chicago, Illinois 60693

CONTINENTAL ILLINOIS LEASING CORPORATION,
Assignor and Lessor
231 South La Salle Street
Chicago, Illinois 60693

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY,
Lessee
746 Union Station Building
516 West Jackson Boulevard
Chicago, Illinois 60606

Mr. Robert L. Oswald
January 7, 1977
Page 2

A general description of the equipment covered by said Assignment and the recorded Lease Agreement is as follows:

100 new fully enclosed tri-level automobile racks manufactured by Whitehead & Kales Company bearing or to bear said Company's serial numbers 56185 through 56384, inclusive, with two numbers per rack.

The above-identified Assignment document has not heretofore been recorded with the Interstate Commerce Commission. Please accept the enclosures for recordation, stamp the two remaining counterparts with the appropriate recordation number and return them with your fee receipt and letter confirming receipt to my delivering messenger. Please either record this enclosed document under the aforesaid Lease Agreement's recordation number 8630 and/or cross-index it under the name of Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

The filing and recordation fees in the amount of \$10.00 in respect of this document is submitted herewith.

Yours very truly,

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

By Michael D. Sullivan
General Attorney and
Corporate Counsel

MDS/bg
encls.

ASSIGNMENT OF
LEASE AGREEMENT AND
PURCHASE AGREEMENT ASSIGNMENT

RECORDATION NO. 8630-A Filed & Recorded
JAN 7 1977 - 11 00 AM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE AGREEMENT AND PURCHASE AGREEMENT
ASSIGNMENT dated as of December 27, 1976, from CONTINENTAL
ILLINOIS LEASING CORPORATION (hereinafter called the Assignor)
to CI TRANSPORTATION LEASING CORPORATION (hereinafter called
the Assignee).

WHEREAS, the Assignor, as Lessor, and Chicago, Milwaukee,
St. Paul and Pacific Railroad Company (hereinafter called the
Lessee) as Lessee, are parties to a Lease Agreement (hereinafter
called the Lease Agreement) dated as of December 21, 1976;

WHEREAS, Assignor is the assignee under a Purchase Agreement
Assignment, dated as of December 21, 1976 (hereinafter called
the Purchase Agreement Assignment) between Assignor and Lessee;
and

WHEREAS, the Assignor has agreed to assign all of its right,
title and interest in, to and under the Lease Agreement and the
Purchase Agreement Assignment to Assignee and to convey to the
Assignee all of the right, title and interest of the Assignor in
the Equipment covered by the Lease Agreement and heretofore acquired by
the Assignor pursuant to the Purchase Agreement Assignment.

NOW, THEREFORE, in consideration of \$1.00 and other good
and sufficient consideration the receipt of which is hereby
acknowledged, the Assignor hereby assigns, transfers and conveys
to the Assignee, all of the right, title and interest of the Assignor
in and to the Lease Agreement, the Purchase Agreement Assignment
and the Equipment, and all rights of the Assignor thereunder,
including (without limitation) the rents and other amounts
payable or to be payable under the Lease Agreement and the
Equipment covered or to be covered by the Lease Agreement and
the Purchase Agreement Assignment.

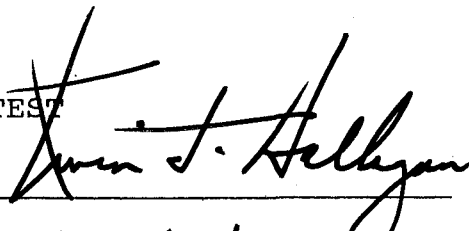
Reference is hereby made to the Lease Agreement and
Purchase Agreement Assignment for a statement of the terms

and conditions thereof.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment of Lease Agreement to be executed as of the date first above set forth.

CONTINENTAL ILLINOIS
LEASING CORPORATION
(Assignor)

ATTEST



Assistant Secretary

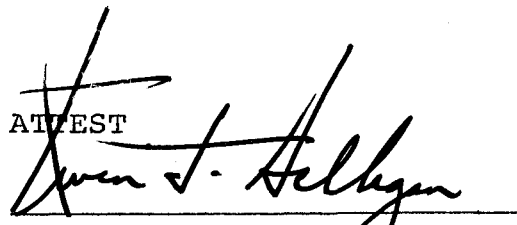
By



Title: Second Vice Pres.

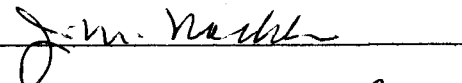
CI TRANSPORTATION LEASING
CORPORATION
(Assignee)

ATTEST



Assistant Secretary

By



Title: Exec. V.P.

STATE OF ILLINOIS)

)

SS.

COUNTY OF C O O K)

On this 29th day of DECEMBER, 1976, before me personally appeared WALTER J. BLOOMENTHAL, to me personally known, who being by me duly sworn, says that he is SECOND VICE PRESIDENT of CONTINENTAL ILLINOIS LEASING CORPORATION, one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

ADAM E. SZMURLO
538 NO. GARFIELD
LOMBARD, ILL. 60148

(SEAL)

My Commission Expires: Dec. 10, 1979


STATE OF ILLINOIS)

)

SS.

COUNTY OF C O O K)

On this 29th day of DECEMBER, 1976, before me personally appeared J.M. NACHBIN, to me personally known, who being by me duly sworn, says that he is EXEC VICE PRESIDENT of CI TRANSPORTATION LEASING CORPORATION, one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

ADAM E. SZMURLO
538 NO. GARFIELD
LOMBARD, ILL. 60148

(SEAL)

My Commission Expires: Dec. 10, 1979

AGREEMENT

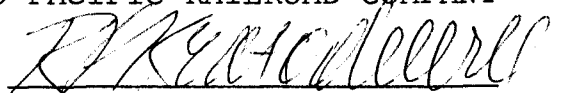
Chicago, Milwaukee, St. Paul and Pacific Railroad Company (hereinafter called the Railroad), the Lessee under the Lease Agreement referred to in the foregoing Assignment of Lease Agreement and Purchase Agreement Assignment does hereby acknowledge receipt of notice thereof and agrees to the provisions thereof. The Railroad further agrees that it will:

- (i) do and perform all of its obligations under the aforementioned Lease Agreement and Purchase Agreement Assignment as if CI Transportation Leasing Corporation were the Lessor or Assignee therein, respectively, including (without limitation):
 - (A) the filing and recording of the foregoing Assignment of Lease Agreement and Purchase Agreement Assignment and this Agreement with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act;
 - (B) the directing of any payments, documents and notices required by the aforementioned Lease Agreement or the Purchase Agreement Assignment to CI Transportation Leasing Corporation, 231 S. LaSalle Street, Chicago, Illinois 60693; and
 - (C) the naming of CI Transportation Leasing Corporation as an additional insured party under any required insurance policies;
- (ii) place and maintain on each side of each Rack (as defined in the aforementioned Lease Agreement) the notice required by Section 9(e) of the aforementioned Lease Agreement, except that said notice shall read:

"CI TRANSPORTATION LEASING CORPORATION,
OWNER-LESSOR"

CHICAGO, MILWAUKEE, ST. PAUL
AND PACIFIC RAILROAD COMPANY

By



Title

Vice President - Finance & Accounting

ATTEST:

J. P. Ramsey

Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 31st day of December, 1976, before me personally appeared R. F. Kratochwill, to me personally known, who being by me duly sworn, says that he is Vice President of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jane E. Kost
Notary Public

(SEAL)

My Commission Expires: July 17, 1979